

ALVORD AND ALVORD

Attorneys at Law 1050 Seventeenth Street, N.W.

Suite 301 Washington, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

JN 28 T2

3-16 PM

SURFACE TRANSPORTATION POACE

OF COUNSEL URBAN A. LESTER

June 28, 2002

ELIAS C. ALVORD (1942)

ELLSWORTH C. ALVORD (1964)

Mr. Vernon A. Williams Secretary Surface Transportation Board Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Security Agreement, dated as of February 15, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement which was previously filed with the Commission under Recordation Number 19936-A.

The names and addresses of the parties to the enclosed document are:

Debtor:

Mobil Oil Corporation Trust 96-1 C/o ATEL Leasing Corporation

235 Pine Street

6<sup>th</sup> Floor

San Francisco, CA 94104 Attn: General Counsel

Secured Party:

Aid Association for Lutherans

4321 North Ballard Road Appleton, WI 54919

Attn: Investment Department

Mr. Vernon A. Williams June 28, 2002 Page Two

A description of the railroad equipment covered by the original document was identified as Equipment Schedule No. 4 to the Lease (Rec. No. 19936) but the Exhibit A was inadvertently omitted. The railroad equipment covered by Exhibit A is:

69 Petroleum Wax Cars within the series MBLX 27052 – MBLX 27149 attached hereto

A short summary of the document to appear in the index follows:

Memorandum of Security Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/anr Enclosures

## EXHIBIT A

61	S 5	, L	ر د د	, 0	٠ د د	A (	54	2 1	\$ ?	51	50	49	48	47	46	45	.44	43	42	41	40	39	38	37	36	33.	34	33	32	<u>9</u>	Section of the sectio	Carry.	N Control
Trinity Industries, Inc.	Trinity Industries Inc.	Trinity Industries Inc	Trinity Industries Inc.	Thinky Industries Inc	Trinity Industries Inc.	Trinity Industries, Inc.		-Мапийешсан																									
Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car	Petroleum Wax Car		Description	
111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	111A100W1	,	Spealmenton	1001
MBLX 27141	MBLX 27140	MBLX 27139	MBLX 27138	MBLX 27137	MBLX 27136	MBLX 27135	MBLX 27134	MBLX 27133	MBLX 27132	MBLX 27131	MBLX 27130	MBLX 27129	MBLX 27128	MBLX 27127	MBLX 27126	MBLX 27125	MBLX 27124	MBLX 27123	MBLX 27122	MBLX 27121	MBLX 27120	MBLX 27119	MBLX 27118	MBLX 27117	MBLX 27116	MBLX 27115	MBLX 27114	MBLX 27113	MBLX 27112	MBLX 27111		(61) 800 (61)	M
\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410	\$59,410			ulpment :
\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$545.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00	\$543.00		Other Costs	Reight/&
\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$50,953.00	\$50,953.00	\$59,953.00	\$59,955.00	\$50,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$59,953.00	\$39,933.00	\$59,953.00	\$59,953.00	\$59,953.00		Equipment(Gost)	Total Section 18

MBLX 27052 \$58,900 \$635.00  MBLX 27053 \$58,900 \$635.00  MBLX 27054 \$58,900 \$635.00  MBLX 27057 \$58,900 \$635.00  MBLX 27058 \$58,900 \$635.00  MBLX 27059 \$58,900 \$635.00  MBLX 27059 \$58,900 \$635.00	2 \$58,900 3 \$58,900 4 \$58,900 7 \$58,900 8 \$58,900
\$38,900 \$38,900 \$38,900 \$38,900 \$38,900 \$38,900 \$38,900	2 \$58,900 3 \$58,900 4 \$58,900 7 \$58,900 8 \$58,900

EXHIBIT A

\$4,128,815.00	\$39,215	\$4,089,600	GRAND TOTAL	Equipment Schedule No. 4	Equip		
\$59,953.00 \$59,953.00 \$59,953.00 \$59,953.00 \$59,953.00 \$59,953.00 \$59,953.00 \$59,953.00	\$543.00 \$543.00 \$543.00 \$543.00 \$543.00 \$543.00 \$543.00 \$543.00 \$543.00	\$59,410 \$59,410 \$59,410 \$59,410 \$59,410 \$59,410 \$59,410 \$59,410	MBLX 27142 MBLX 27143 MBLX 27144 MBLX 27145 MBLX 27146 MBLX 27146 MBLX 27147 MBLX 27147	111A100W1 111A100W1 111A100W1 111A100W1 111A100W1 111A100W1 111A100W1 111A100W1	Petroleum Wax Car Petroleum Wax Car	Trinity Industries, Inc.	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
noral Equipment/Cost	i Gralight & i Other Gosto	Bqtilpateat (Gost	GT No.	<u>iitoli</u> Spedinedion	មិនជាប្រែស្រ	Manifedura	Narof Gars

## MEMORANDUM OF SECURITY AGREEMENT

On February 151996, ATEL Leasing Corporation, a California corporation, not in its and individual capacity but as trustee of the Mobil Oil Corporation Trust 96-1, each with its chief place of business located at 235 Pine Street, 6th Floor, San Francisco, CA 94104 ("Debtor") and Aid Association for Lutherans, a fraternal benefit society organized under the laws of the State of Wisconsin, with its chief place of business located at 4321 North Ballard Road, Appleton, WI 54919-0001, Attn: Investment Department ("Secured Party") entered into a Security Agreement (the "Security Agreement");

WHEREBY Debtor granted to Secured Party a security interest in and general lien and mortgage upon the Lease (as defined below) and on the equipment identified on Exhibit A hereto(the "Equipment") and leased under the Lease by Debtor as Lessor to Mobil Oil Corporation, a New York Corporation ("Lessee") pursuant to (Permanent) Equipment Schedule No.4 dated as of February 1, 1996, to, and as it incorporates by reference all the terms and conditions of the Master Lease Agreement No. MOBI2 dated as of July 15, 1995, between Debtor and Lessee and Rider Nos. 1 through 4 (inclusive) to the (Permanent) Equipment Schedule No. 4, (the (Permanent) Equipment Schedule No. 4, as it incorporates by reference all the terms and conditions of the Master Lease Agreement MOBI2, and the Rider Nos. 1 through 4 thereto, is known collectively as the "Lease").

NOW THEREFORE, Debtor hereby grants a security interest in, and general mortgage upon, the Lease and the Equipment on the terms and conditions set forth in the Security Agreement as if such terms and conditions were fully set forth herein.

Executed as of Elb. 145, 1996. Secured Party: Debtor: Aid Association For Lutherans Mobil Oil Corporation Trust 96-1, by ATEL Leasing Corporation, its trustee JAMES ABITZ Dean Cash Title: PRESIDENT - SECURITIES Title: President STATE OF Wisconson STATE OF COUNTY OF JULYANCISC On 79/before me, the undersigned officer, personally appeared 20 me Analy, personally known to me [proved to me on the basis of satisfactory evidence] to be the subscribed to On the basis of satisfactory evidence to be the person(s) whose name(s) 25 subscribed to this instrument and acknowledged to me that person(s) whose name(s) subscribed to this instrument and acknowledged to me that authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which executed the same on such day in authorized capacity(ies), and that by signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) and day in instrument the person of the instrument the instrument the person of the instrument the instrument the person of the instrument the inst the person(s) acted, executed the instrument. the person(s) acted, executed the instrument. WITNESS my hand and official seal. WITNESS my hand and official seal. Notary Public Notary Public My Commission expires: My Commission expires: (Notarial Seal) Notarial Seal 936 JUDITH J. MURIO Commission #1071852 Notary Public - California San Francisco County My Comm. Expires Sep 15, 1999 CE TRANSPORTATION FIDER

**EXHIBIT A** 

00 00 (Br)	Vanuscuren	Despiration	Sprofite (101)	GFF Vo	COST THE STATE OF	Other Costs - Eq	ulpment (Cost)
Accept 4-1	(February 1996)		4.				0000
· _	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27052	\$58,900	\$635.00	\$59,535.00
7	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27053	\$58,900	\$635.00	\$59,535.00
ı en	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27054	\$58,900	\$635.00	\$59,535.00
4	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27057	\$58,900	\$635.00	\$59,535.00
· •	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27058	\$58,900	\$635.00	\$59,535.00
, 'C	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27059	\$58,900	\$635.00	\$59,535.00
۰ ۲	Trinity Industries. Inc.	Petroleum Wax Car	111A100W1	MBLX 27060	\$58,900	\$635.00	\$59,535.00
- 00	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27063	\$58,900	\$635.00	\$59,535.00
. 0	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27068	\$58,900	\$635.00	\$59,535.00
, 2	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27069	\$58,900	\$635.00	\$59,535.00
	Trinity Industries. Inc.	Petroleum Wax Car	111A100WI	MBLX 27071	\$58,900	\$635.00	\$59,535.00
12	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27080	\$58,900	\$635.00	\$59,535.00
<u> </u>	Trinity Industries. Inc.	Petroleum Wax Car	111A100W1	MBLX 27081	\$58,900	\$635.00	\$59,535.00
1 4	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27083	\$58,900	\$635.00	\$59,535.00
. 51	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27089	\$58,900	\$635.00	\$59,535.00
191	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27090	\$58,900	\$635.00	\$59,535.00
17	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27096	\$58,900	\$635.00	\$59,535.00
. 82	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27097	\$58,900	\$635.00	\$59,535.00
16	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27099	\$58,900	\$635.00	\$59,535.00
50	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27100	\$59,410	\$543.00	\$59,953.00
, 31	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27101	\$59,410	\$543.00	\$59,953.00
	Trinity Industries. Inc.	Petroleum Wax Car	111A100W1	MBLX 27102	\$59,410	\$543.00	\$59,953.00
1 %	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27103	\$59,410	\$543.00	\$59,953.00
) { 7	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27104	\$59,410	\$543.00	\$59,953.00
	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27105	\$59,410	\$543.00	\$59,953.00
2 %	Trinity Industries Inc	Petroleum Wax Car	111A100W1	MBLX 27106	\$59,410	\$543.00	\$59,953.00
3 5	Trinity Industries Inc.	Petroleum Wax Car	111A100W1	MBLX 27107	\$59,410	\$543.00	\$59,953.00
, oc	Trinity Industries Inc	Petroleum Wax Car	111A100W1	MBLX 27108	\$59,410	\$543.00	\$59,953.00
27.0	Trinity Industries Inc.	Petroleum Wax Car	111A100W1	MBLX 27109	\$59,410	\$543.00	\$59,953.00
30	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27110	\$59,410	\$543.00	\$59,953.00

EXHIBIT A
PERMANENT EQUIPMENT SCHEDULE NO. 4

to Master Lease dated as of July 15, 1995 ("Lease")
between ATEL Leasing Corporation ("Lessor")
and Mobil Oil Corporation ("Lessee")

en de la company de la com

	Vinusianer	Description	Specification	(6,6/3)	Cost	Other Costs - 18	*Equipment(Gost
	T-1	Detectors West Con	1114 1003/1	WB! Y 27111	\$59.410	\$543.00	859 953 00
3 2	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27112	\$59,410	\$543.00	\$59,953.00
3.5	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27113	\$59,410	\$543.00	\$59,953.00
34	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27114	\$59,410	\$543.00	\$59,953.00
35	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27115	\$59,410	\$543.00	\$59,953.00
36	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27116	\$59,410	\$543.00	\$59,953.00
37	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27117	\$59,410	\$543.00	\$59,953.00
38	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27118	\$59,410	\$543.00	\$59,953.00
39	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27119	\$59,410	\$543.00	\$59,953.00
40	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27120	\$59,410	\$543.00	\$59,953.00
17	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27121	\$59,410	\$543.00	\$59,953.00
42	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27122	\$59,410	\$543.00	\$59,953.00
£3	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27123	\$59,410	\$543.00	\$59,953.00
44	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27124	\$59,410	\$543.00	\$59,953.00
45	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27125	\$59,410	\$543.00	\$59,953.00
46	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27126	\$59,410	\$543.00	\$59,953.00
47	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27127	\$59,410	\$543.00	\$59,953.00
. 84	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27128	\$59,410	\$543.00	\$59,953.00
40	Trinity Industries. Inc.	Petroleum Wax Car	111A100W1	MBLX 27129	\$59,410	\$543.00	\$59,953.00
. 05	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27130	\$59,410	\$543.00	\$59,953.00
. <del>.</del> .	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27131	\$59,410	\$543.00	\$59,953.00
52	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27132	\$59,410	\$543.00	\$59,953.00
53	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27133	\$59,410	\$543.00	\$59,953.00
5.4	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27134	\$59,410	\$543.00	\$59,953.00
. 55	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27135	\$59,410	\$543.00	\$59,953.00
95	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27136	\$59,410	\$543.00	\$59,953.00
57	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27137	\$59,410	\$543.00	\$59,953.00
28	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27138	\$59,410	\$543.00	\$59,953.00
59	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27139	\$59,410	\$543.00	\$59,953.00
09	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27140	\$59,410	\$543.00	\$59,953.00
19	Trinity Industries, Inc.	Petroleum Wax Car	111A100W1	MBLX 27141	\$59,410	\$543.00	\$59,953.00

EXHIBIT A

\$4,128,815.00	\$39,215	\$4,089,600	GRAND TOTAL	Equipment Schedule No. 4	Equip		
359,953.00	\$543.00	\$59,410	MBLX 27149	111A100W1	Petroleum Wax Car	Trinity Industries, Inc.	69
\$59,953.00	\$543.00	\$59,410	MBLX 27148	111A100W1	Petroleum Wax Car	Trinity Industries, Inc.	89
359,955.00	\$543.00	\$59,410	MBLX 27147	111A100W1	Petroleum Wax Car	Trinity Industries, Inc.	19
\$59,953.00	\$543.00	\$59,410	MBLX 27146	111A100W1	Petroleum Wax Car	Trinity Industries, Inc.	99
35,955.00	\$543.00	\$59,410	MBLX 27145	111A100W1	Petroleum Wax Car	Trinity Industries, Inc.	65
00.60%,606	\$243.00	\$29,410	MBLX 27144	111A100W1	Petroleum Wax Car	Trinity Industries, Inc.	49
329,923.00	\$543.00	\$59,410	MBLX 27143	111A100W1	Petroleum Wax Car	Trinity Industries, Inc.	
\$59,953.00	\$543.00	\$59,410	MBLX 27142	111A100W1	Petroleum Wax Car	Trinity Industries, Inc.	62
					And the second		
Regulpment Cost	Other Corte	(Goxti - c	(¢m.No.	іколі Партыўскіў	Description	Wanufadhiren	Notal Cres
でした。 日本の一名の一名の一名の一名の一名の一名の一名の一名の一名の一名の一名の一名の一名の	MANUAL OF PROPERTY	SECTION SECTION		THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	District Control of the Control of t		2000

## **CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/27/02

Robert W. Alvord